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PRE-APPEAL BRIEF REQUEST FOR REVIEW

Docket Number (Optional): 50325-0517

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on October 12, 2005

Signature: Teresa Austin

Typed or printed name: Teresa Austin

Application Number	Filed
09/767,284	01/22/2001

First Named Inventor: Eliot Lear

Art Unit	Examiner
2135	Klimach, Paula W.

Applicant requests review of the final rejection in the above-identified application. No amendments are being filed with this request.

This request is being filed with a notice of appeal.

The review is requested for the reason(s) stated on the attached sheet(s).
Note: No more than five (5) pages may be provided.

I am the

- [ ] applicant/inventor.
- [ ] assignee of record of the entire interest. See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)
- [X] attorney or agent of record. Registration number 42,056
- [ ] attorney or agent acting under 37 CFR 1.34. Registration number if acting under 37 CFR 1.34 _____

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October 12, 2005
Date

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

- [ ] *Total of _____ forms are submitted.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
Eliot Lear, et al.

Confirmation No.: 2045

Group Art Unit No.: 2135

Serial No.: 09/767,284

Examiner: Klimach, Paula W

Filed on: 01/22/2001

For: METHOD AND APPARATUS FOR SELECTIVELY ENFORCING NETWORK SECURITY POLICIES USING GROUP IDENTIFIERS

ATTACHMENT TO PRE-APPEAL BRIEF REQUEST FOR REVIEW

The Office Action contains clear error, and the claims should be allowed, for the following reasons. Fundamentally, the Office Action does not apply the references to the claims—the Office Action applies the references to a **reformulation** of the claims created solely by the Examiner. A rejection that ignores specific claimed features is clearly erroneous.

Claims 1-20 and 23-24 stand rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Reid et al*, U.S. Pat. No. 6,182,226 (hereinafter "*Reid*") in view of *Ray et al*, U.S. Pat. No. 6,587,455 (hereinafter "*Ray*"), and further in view of *Cheng*, U.S. Pat. No. 6,823,462. For brevity, this attachment addresses only the independent claims.

1. The Office Action Ignores Specific Features of the Independent Claims.

Claim 1 recites: receiving, from an external binding process separate from the address server, a binding **of a network address to an authenticated user of one of the clients for which the policy enforcement point controls access to the network**. In applying *Reid* and *Ray*, the Office Action *completely ignores* the bold portion. The Office Action states that "the address server disclosed by Ray sends the network device an assigned network address, assigned by the address server and therefore assigned from an external binding process." *But this is not what is claimed.* The claim refers to receiving a **binding of both an address and an authenticated user of a client.** Ray does not provide both, in a binding. The Office Action simply glosses over the distinction.

The same error occurs with respect to all independent claims addressed in the Office Action.

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On October 12, 2005 by Teresa Austin

2. The Office Action Adopts a Legally Erroneous Definition of "Binding."

The Office Action recognizes (p. 3) that *Reid* fails to teach receiving a binding of a network address to an authenticated user from an external binding process. To make up for this deficiency, the Office Action proposes a broad definition of "binding" and then contends that *Ray*'s address allocation is the same as the claimed binding.

This is incorrect. The Office Action states that applicant does not define binding a network address to an authenticated user, and then defines binding as "imposing an obligation." While the Office Action fails to provide any source of the suggested definition, "imposing an obligation" is a legal definition, not a technical definition, and is not relevant to the subject matter of the invention. "A technical term used in a patent document is interpreted as having the meaning that it would be given by persons experienced in the field of the invention ..." *Hoechst Celanese Corp. v. BP Chems. Ltd.*, 78 F.3d 1575, 1578, 38 USPQ 1126, 1129 (Fed. Cir. 1996). The Office Action errs in adopting a legal definition wholly irrelevant to the technical context of binding a network address to an authenticated user.

An appropriate technical definition given Applicant's art for binding is "to make an association between two or more programming objects or value items for some scope of time and place." See WhatIS.com, http://whatis.techtarget.com/definition/0,,sid9_gci211662,00.html. *See also* J. Saltzer, "On the Naming and Binding of Network Destinations," IETF Network Working Group, Request for Comments: 1498, August 1993; J. Saltzer, "Naming and Binding of Objects," 60 Lecture Notes in Computer Science at 99 (Springer-Verlag, 1978) (copies submitted concurrently herewith). Computer scientists use "binding" as a noun, analogous to the binding of boots or books—something that ties together. The Office Action errs in selecting a verb definition of "binding" rather than a noun definition.

When a correct technical definition is adopted, the address server disclosed by *Ray* cannot correspond to the claimed external binding service. *Ray* teaches a DHCP server as an address server. Applicants teach *both* a DHCP server for address allocation (FIG. 1A, DHCP server 134) *and* a separate NABR server for providing user-address bindings (FIG. 1A, NABR server 130). Applicant's specification also highlights the differences in function of these elements. Specification, Page 11 lines 20-26 states, "Edge device 122 is communicatively coupled to a Network Address Binding Resolution (NABR) server 130, User Registration Tool (URT) server 132, and Dynamic Host Configuration Protocol (DHCP) server 134. NABR server 130 is responsible for carrying out network address binding resolution to bind an authenticated

user of a workstation, e.g., workstation 118, to a particular static network address such as an IP address. ... DHCP server 134 is responsible for dynamically assigning network addresses to devices associated with authenticated end users, e.g., for workstation 118." Therefore, contending that *Ray*'s DHCP server correlates to the claimed external binding service is not logically consistent with Applicant's disclosure.

The DHCP server of *Ray* is not an external binding service. The external binding service persistently associates or maps an authenticated user to a particular static network address. In contrast, DHCP merely assigns IP addresses, but does not perform any binding or mapping. As a result, one of ordinary skill in the art would not correlate the DHCP server recited in *Reid* or *Ray* to an external binding service as claimed, or to an NABR server that performs the external binding process in applicant's embodiment.

3. The Office Action Errs In Asserting That The References Contain Technical Information That Is Completely Absent.

The reliance of the Office Action on particular parts of *Ray* is misplaced. The Office Action asserts that the steps of "receiving, from an external binding process, a binding of a network address to an authenticated user of one of the clients for which the policy enforcement point controls access to the network; updating the named group to include the bound network address of the authenticated user at the policy enforcement point;" is expressly described in *Ray* (Col. 4, line 65 to col. 5, line 31). This is incorrect. The text cited in *Ray* for "receiving...a binding of a network address to an authenticated user" simply describes a method for a device to receive a network address from a network server when the device is added to a network (Col. 4, line 65 to col. 5, line 31). *Ray* makes no mention of "an authenticated user," or anything relating to authentication, as featured in Claim 1. Further, receiving a binding of an authenticated user to a network address is not the same as a network address alone. *Ray* has no teaching of associating, mapping or binding an authenticated user to a network address, or communicating such a binding from one place to another.

This is not a question of *interpreting* the reference; the fact is that the subject matter asserted in the Office Action is simply *absent completely* from the reference. Stating that a reference contains a particular technical teaching, when it has nothing of the kind, is clearly erroneous.

For the claimed feature of "updating the named group to include the bound network address of the authenticated user at the policy enforcement point," the Office Action states that

"the firewall saves the network address and therefore updates the group to include the new IP address." However, updating of a group is significantly different than saving a network address. The portion of *Ray* on which the Office Action relies merely teaches saving a network address received from a network device. There is no teaching or suggestion to add the network address to a named group. There is no suggestion to combine the address save operation of *Ray* with any other feature or function at all.

One point of the independent claims is to update a group definition only after receiving a binding that associates a network address with an authenticated user. *Ray* has no such suggestion. *Ray* in combination with *Reid* would merely provide for saving a network address as part of a region definition. But such a combination of references fails to provide the complete claimed combination, which performs the update only after receiving a binding of an address to an authenticated user. A combination of the cited references fails to provide the security offered by the claimed approach.

Cheng, newly asserted in the Office Action, is alleged to teach the feature of "receiving information defining one or more group lists, resource definitions, and definitions of users as members of one or more groups in the group lists, wherein the definitions include network addresses for the users, wherein the network addresses have been assigned by an address server," at col. 7, lines 5-19. But group lists are completely absent from the cited passage, which instead describes three ways to create a security policy, and using Internet Key Exchange—which, while interesting, having nothing to do with the quoted feature of the claim.

"To establish prima facie obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art." *In Re Royka*, 180 USPQ 580; MPEP § 2143.03. The cited prior art does not teach or suggest the foregoing features of each of the independent claims. Therefore, the Office Action has failed to present a prima facie case under 35 U.S.C. 103, and the rejection of independent Claims 1, 13, 19, 20, 23, and 24 is unsupported.

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Reconsideration is respectfully requested.

Respectfully submitted,

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